

# EXHIBIT A

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made this 8<sup>th</sup> day of November, 2001 ("Effective Date") by and between PAT STEPHENSON, an individual residing in the Commonwealth of Pennsylvania (the "Transferor"), and LAMINAR SOFTWARE, INC., a Pennsylvania corporation (the "Company").

### RECITALS:

- A. Transferor is a principal shareholder and is or has been a director and/or executive officer of the Company;
- B. The Company and the Transferor propose to enter into an Asset Purchase Agreement ("Purchase Agreement") with Quest Software, Inc., a California corporation ("Quest"), pursuant to which the Company will sell, transfer and assign to Quest, and Quest will purchase from the Company, all or substantially all of the assets of the Company on the terms and subject to the conditions of the Purchase Agreement (the "Asset Sale"); and
- C. The Company's assets to be sold to Quest pursuant to the Agreement include all of the Company's right, title and interest in, to and under the Intangible Property Rights, as such term is defined in the Agreement (the "IP Rights"); and
- D. Transferor, in connection with his employment relationship with the Company, has previously executed and delivered to the Company Employment Terms and Conditions, a copy of which is attached hereto, by which the Transferor agreed to, among other things, certain provisions concerning assignment of copyrightable works and assignment of inventions (the "Employment Terms"); and
- E. In satisfaction of the condition described in Section 8.1(f) of the Purchase Agreement, the Transferor desires to assign to the Company all right, title and interest that Transferor may hold in or to the IP Rights, and the Company desires to accept such assignment.

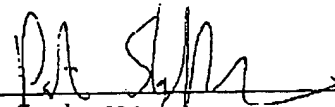
NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Agreement, the Company and Transferors agree as follows:

1. For good and valuable consideration, including, without limitation, the consideration described in the Employment Terms, Transferor hereby sells, assigns, grants, conveys and transfers to the Company in perpetuity, and the Company hereby accepts from Transferor, any and all of Transferor's right, title and interest in and to the IP Rights. Nothing in this Agreement is intended to affect any of the Transferor's obligations under the Employment Terms, which are intended to survive the termination of Transferor's employment with the Company, all of which shall continue in full force and effect unless otherwise specifically agreed by the Company, Quest and the Transferor. Transferor acknowledges that Quest is an intended third party beneficiary of the Employment Terms as successor in interest to the Company.

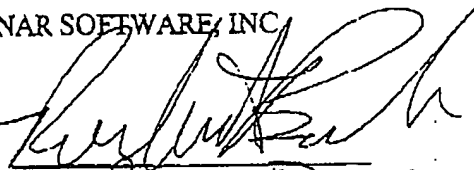
2. To the extent allowed by law, Section 1 includes a transfer by Transferor of all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" or the like (collectively "Moral Rights") in respect of the IP Rights. To the extent Transferor retains any such Moral Rights under applicable law, Transferor hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or Quest and agrees not to assert any Moral Rights with respect thereto. Transferor will confirm any such ratifications, consents and agreements from time to time as reasonably requested by the Company or Quest.

3. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

  
Pat Stephenson

LAMINAR SOFTWARE, INC

By:   
Name: ROBERT BARKER  
Title: PRESIDENT